

HONOLULU EMERGENCY SERVICES DEPARTMENT
CITY AND COUNTY OF HONOLULU

3375 KOAPAKA STREET, SUITE H-450 • HONOLULU, HAWAII 96819-1869
Phone: (808) 723-7800 • Fax: (808) 833-3934



KIRK CALDWELL
MAYOR

MARK K. RIGG
DIRECTOR

IAN T.T. SANTEE
DEPUTY DIRECTOR

January 8, 2014

The Honorable Ernest Y. Martin, Chair
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

RECEIVED
CITY CLERK
C & C OF HONOLULU
2014 JAN 15 AM 10:20

Dear Chair Martin and Councilmembers:

SUBJECT: Report of Gift Valued in Excess of \$2,500 and Requested Acceptance

We respectfully request the acceptance by the City Council on behalf of the City and County of Honolulu of a gift to the City valued in excess of \$2,500 under the provisions of Resolution No. 05-349, CD1, FD1. A proposed resolution accepting the gift is attached for the City Council's favorable consideration. The Honolulu Emergency Services Department has taken custody of the gift. The recommendation of the Managing Director is evidenced by her signature below.

The gift from North Shore Lifeguard Association, consist of a new 2013 Polaris ATV (all-terrain vehicle) which will replace an ATV that was stolen from the Ocean Safety and Lifeguard Services Division, for use on the north shore of Oahu. It is valued at \$12,285.34.

Should you have any questions, please have a member of your staff contact me at 723-7800.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark K. Rigg", is written over a horizontal line.

Mark K. Rigg
Director

Enclosures

APPROVED:

A handwritten signature in black ink, appearing to read "Ember Lee Shinn", is written over a horizontal line.

Ember Lee Shinn
Managing Director



RESOLUTION

RELATING TO THE ACCEPTANCE OF A GIFT TO THE CITY FROM THE NORTH SHORE LIFEGUARD ASSOCIATION FOR THE HONOLULU EMERGENCY SERVICES DEPARTMENT, OCEAN SAFETY AND LIFEGUARD SERVICES DIVISION.

WHEREAS, Section 13-113 of the Revised Charter of the City and County of Honolulu provides for the acceptance of gifts to the City by the Council of the City and County of Honolulu; and

WHEREAS, Resolution No. 05-349, CD1, FD1, establishes a policy of the Council for the solicitation acceptance of gifts donated to the City executive agencies; and

WHEREAS, the policy provides for acceptance of the gift by affirmative action by the Council; and

WHEREAS, through a letter, the Director of the Honolulu Emergency Services Department (hereinafter HESD) has submitted a request to the Council that was approved by the Managing Director for the acceptance of a gift valued at \$12,285.34 from the North Shore Lifeguard Association, of a Honda All-Terrain Vehicle, which will be used on the north shore of Oahu; and

WHEREAS, the description and value of the gift are set forth in the Declaration of Gift Statement (Exhibit A) and attached hereto; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that this body accepts the gift valued at \$12,285.34 from the North Shore Lifeguard Association, that is more fully described in the above-mentioned letter from the Director of HESD; and

HESDHWNLIFEGUARD.R13



CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. _____

RESOLUTION

BE IT FINALLY RESOLVED that the City Clerk is hereby directed to transmit copies of this resolution to the Director of Honolulu Emergency Services Department, 3375 Koapaka Street, Suite H450, Honolulu, Hawaii 96819.

INTRODUCED BY:

DATE OF INTRODUCTION:

Honolulu, Hawaii

Councilmembers

Exhibit A

**City and County of Honolulu
Declaration of Gift**

Donor Name North Shore Lifeguard Association
Donor Address 59-439 Kawowo Road
Haleiwa, Hawaii 96712
Donor Telephone No. 808-366-1415

Statement of Ownership and/or Terms of Conveyance:

The North Shore Lifeguard Association would like to donate one (1) new 2013 Polaris ATV (all-terrain vehicle) to the Honolulu Emergency Services Department, Ocean Safety and Lifeguard Services Division, for use on the north shore of Oahu.

Description of Gift and Value:

(Attach documentation to support the value and purpose of the gift, i.e. invoice, receipt, etc.)

Purchase Agreement attached for one (1) 2013 Polaris ATV, model number R13TH76AG, valued at \$12,285.34

11/4/13
Date


Donor's Signature

Abe Lerner

Print Donor's Name

President, North Shore
Lifeguard Association

Donor's Title



Montgomery PowerSports, Ltd

550 N. Nimitz Hwy, Unit 2
Honolulu, HI 96817

P(808)536-7023 F(808)533-0967

Purchase Agreement

visit our website: mps808.com

Deal No: 99107709

Date: 10/11/2013

Buyer's Name NORTH SHORE, LIFEGUARD ASS.		Lien Holder	
Co-Buyer's Name		Address	
Address 59-439 KAWOWO ROAD.		City, State, ZIP	
City, State, ZIP HALEIWA HI 96712		Phone Account No.	
Phone Home (808) 366-1415 Work		Salesperson Russell O Delivery Date 10/9/2013	

THE PARTY NAMED ABOVE PURCHASES THE FOLLOWING VEHICLE ON TERMS LISTED BELOW

Purchase	Year	Make	Model	Color	Odometer	License No.
New	2013	POLARIS	R13TH76AG	GREEN		
Frame No. (VIN)	4XATH76A9D2713429		RGRXP000	Engine No.	0120461972627	
Key No.						
Trade In	Make	Model	Color	Lien Holder	Net Payoff	
Year					\$	
Frame No. (VIN)				Address	Payoff By	
					\$0.00	

Parts & Accessories					
QTY	Description	Price	QTY	Description	Price
Total Parts & Accessories \$					\$0.00

<p>Previous Inv.# _____ Inv.# _____</p> <p>Payments Inv.# _____ Inv.# _____</p> <p>Trade Allowance \$0.00</p> <p>Trade Payoff \$0.00</p> <p>Trade Equity \$0.00</p> <p>Previous Payments \$12285.34</p> <p>Total Payments/Credits \$12,285.34</p> <p>Balance Due \$ \$0.00</p> <p>Balance Payable as follows to:</p> <p>0 Installments of \$ 0.00 Monthly Beginning 11/8/2013</p>	<p>Selling Price</p> <p>Freight/Shipping \$10,373.50</p> <p>Assembly/Set-Up \$225.00</p> <p>Parts/Accessories \$289.00</p> <p>Installation Labor \$0.00</p> <p>Extended Service Contract 750</p> <p>GAP Insurance \$0.00</p> <p>Tire & Wheel Protection \$0.00</p> <p>Theft Protection \$0.00</p> <p>Documentation Fee \$95.00</p> <p>Safety Check \$0.00</p> <p>Sub-Total \$11,732.50</p> <p>Tax \$552.84</p> <p>Registration/Transfer Fee \$0.00</p> <p>Total Purchase Price \$ \$12,285.34</p>
---	--

Unless dealer furnishes buyer with a separate written warranty or service contract made by dealer on its own behalf, dealer hereby disclaims all warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose: (a) on all goods & service sold by dealer and (b) on all motorcycles which are hereby sold "AS-IS NOT EXPRESSLY WARRANTED OR GUARANTEED". The purchaser is of legal age and understands that Hawaii Law requires drivers to have a valid motorcycle license and liability insurance on all public streets. The purchaser also agrees total payment shall be paid as indicated above in accordance with the terms and conditions set forth in the Credit Sales Contract. This contract was signed at an authorized dealer location and is not valid unless signed by the Sales Manager. Buyer has five (5) working days to obtain their own financing. If Montgomery PowerSports, Ltd will process the back-up Credit Sales Contract, interest will commence from contract date.

Montgomery PowerSports Authorized Signature

Buyer's Signature Date 10/15/13

White File Yellow Office Pink Customer

Co-Buyer's Signature Date